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BEFORE THE HON'BLE HIGH COURT OF CHHATTISGARH AT
BILASPUR (C.G.)

WRIT PETITION (S) NO. 6840 /2006

WRIT PETITION UNDER ARTICLES 226/227 OF THE
CONSTITUTION OF INDIA.

PETITIONER

P.P. No. 6688/26
Presented by 5/5/26
dated 23/11/26

✓ Rupendra Bisen, aged about 27 years, son of Shri Kheman Lal Bisen, Ex-Accountant, Rajiv Gandhi Shiksha Mission, Gariyaband, resident of Block No. 1-D, Street No.41, Sector 6, Bhilai Nagar, Distt. Durg (C.G.)

VERSUS

RESPONDENTS

1. State of Chhattisgarh, through – the Secretary, Department of Education, Dau Kalyan Singh Bhawan, Raipur (C.G.)
2. The Director, Lok Shikshan Sanchalnalay, D.K.S. Bhavan, Raipur (C.G.)
3. Collector, district Raipur (Chhattisgarh)
4. Director, Rajiv Gandhi Shiksha Mission, District Raipur (C.G.)
5. District Project Coordinator Rajiv Gandhi Shiksha Mission, Distt. Raipur (C.G.)
6. Vikashkhand strot Khand Samanvayak, Rajiv Gandhi Shiksha Mission, Block Office Chhura, Garyaband Distt. Raipur (C.G.)

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7. Chhattisgarh Institute for
Research & Development,
through Project Manager, MIG –
30, Sector-3, Dindayal
Upadhyaya Nagar, Dangania,
Raipur (C.G.)
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XI-HC-78

उच्च न्यायालय, छत्तीसगढ़, बिलासपुर

मामला क्रमांक W.P.(S) 6840 सन् 2006

आदेश पत्रक (पूर्वानुबद्ध)

आदेश का दिनांक तथा आदेश क्रमांक	हस्ताक्षर सहित आदेश	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश
	11.12.2006 Mr. Vinay Pandey, counsel for the petitioner. Mrs. Anju Aahuja, Dy. G.A. for the State/respondent. Heard on admission. This petition is directed against the order dated 31.8.2005 (Annexure P/4) passed by respondent No. 5, by which a memo has been addressed by respondent No. 5 to Programme Officer, Chhattisgarh Research and Development Institute, Raipur communicating that in compliance of their letter dated 12.7.2005 services of 16 employees provided on placement services under the District Office, Raipur are relieved from services w.e.f. 31.8.2005 and a copy of this memo has been forwarded to the petitioner also. Learned counsel for the petitioner submits that the grievance of the petitioner is that he was appointed as Accountant in Block Coordinator (Vikashbandh Strot Khand Samanvayak, Rajiv Gandhi Shiksha Mission, Chhura, District Raipur) on contract basis. He was appointed under placement of respondent No. 7 and has been removed vide order of Annexure P/4 w.e.f. 31.8.2005. The above	

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	order of Annexure P/4 has been passed without any notice against the principles of natural justice. He further submits that there was an agreement of Annexure P/1 between respondent No. 4 and respondent No. 7 for procuring manpower for the office of respondent No. 4 and as per this agreement respondent No. 7 has agreed to provide the above service and in pursuance of the said agreement, the petitioner and other persons were appointed vide Annexure P/2. They were placed in the services of respondent No. 6 on the basis of agreement of Annexure P/1. The petitioner joined his duties on 1.3.2005 vide his joining report Annexure P/3 and since then he was discharging his duties satisfactorily. However, his services have been withdrawn by respondent No. 7 vide Annexure P/4 w.e.f. 31.8.2005. It is further submitted that temporary employees cannot be replaced by other ad hoc or temporary employees whereas the services of the petitioner are sought to be replaced by some other persons in the post of Accountant. I have heard learned counsel for the petitioner.	

P.T.O.

मामला क्रमांक W.P.C.S. 6840 सन् 2006

आदेश पत्रक (पूर्वानुबद्ध)

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	From perusal of order of Annexure P/2 it is observed that the petitioner was sent to respondent No. 6 in accordance with the agreement of Annexure P/1 on contract basis on a fixed pay of Rs. 4,800/-. This order does not envisage terms and conditions of the services whereas the agreement of Annexure P/1 pertains to the rights and liability between respondent No. 4 and respondent No. 7. The petitioner has not filed any document to show that there is an employer and employee relationship between respondent No. 7 and himself. The placement of the petitioner is in accordance with the agreement of Annexure P/1 and he could not demonstrate any legal right to hold the post on which he was appointed. Therefore, in the facts and circumstances of the case, the petitioner has utterly failed to establish any legal right to hold the post which he was occupying. In the result, no case is made out for interference under writ jurisdiction. The petition being devoid of substance deserves to be dismissed at the admission stage itself and is accordingly dismissed. In view of the above order, I.A.No. 11481/06, I.A.No. 11482/06 and M.W.P.No. 4918/06 stand disposed of.	

Sd/-
Dhirendra Mishra
Judge

23/12/06

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